



GSA Office of Property Disposal

**Auction**  
U. S. Government Property

# Two Offshore Lighthouses

Chesapeake Bay, Maryland



**Baltimore Harbor  
Lighthouse**



**Sandy Point Shoal  
Lighthouse**

**Two Separate Online Auctions**  
**Opening Date April 25, 2006**

# Invitation For Bids

## Two Offshore Lighthouses Baltimore Harbor Lighthouse & Sandy Point Shoal Lighthouse

### Online Auction:

**Start Date:**

April 25, 2006

**End Date:**

Based on bidding.

**Bid Deposit:**

**\$15,000 in certified funds, cashier's check payable to the U. S. General Services Administration or by credit card - Visa, Mastercard, Discover or American Express**

**Bid Increment:**

\$5,000

**Terms:**

All cash, as is. Balance due in sixty (60) days.

**Create Account:**

[www.auctionrp.com](http://www.auctionrp.com)

**Mailing Address:**

U. S. General Services Administration  
Property Disposal Division (4PR)  
401 W. Peachtree Street, Suite 820  
Atlanta, Georgia 30308  
Attn: Bettye Wieczorek, Project Manager  
Fax #: (404) 331-2727  
**All forms should be sent or faxed to this address.**

**Web Page:**

<http://propertydisposal.gsa.gov>

**Watch List:**

Users are able to identify and select an auction or auctions they are interested in watching by clicking "Add to Watch List".

**For more information, contact Bettye Wieczorek at (404) 331-2148 or by email at [Bettye.Wieczorek@gsa.gov](mailto:Bettye.Wieczorek@gsa.gov)**

# Property Information for Two Offshore Lighthouses

## Baltimore Harbor Lighthouse 4-U-MD-609

**Property Address:** Off-shore; located in the Chesapeake Bay approximately ½ mile off the coast of Gibson Island, Anne Arundel County, Maryland approximately eight miles south of the Patapsco River which is the mouth of Baltimore Harbor.

**Property Description:** This lighthouse is comprised of three main parts: the caisson foundation, the masonry tower, and lantern. The caisson is a cast iron cylinder filled with stone and concrete. A two and one-half story brick tower was erected on top of the foundation. The tower is topped by the lantern and upper gallery deck. This lighthouse is an integral station which means the keeper's quarters, fuel storage area, and lantern room are parts of the same structure. Disposal includes only the lighthouse. The submerged land, which was acquired by deed on April 21, 1924, will not be conveyed.

**Utilities:** No public utilities are available.

**Historical Information:** The property is listed on the National Register of Historic Places, and it must be maintained according to the Secretary of Interior's Standards for Rehabilitation. Historic covenants will be incorporated into the deed.

**Aid to Navigation:** The lighthouse holds an active aid to navigation. The Federal aid to navigation located on the property remains the personal property of the United States. The United States reserves an unrestricted right for ingress and egress to maintain, operate, repair, replace or relocate the aid to navigation or add any aids to navigation, any associated equipment, and a 360 degree arc of visibility for said aid.

**Easements:** Subject to all reservations, restrictions, rights, covenants, servitudes, licenses, and easement recorded or unrecorded, for navigation, occupancy, access and utilities, if any. The lighthouses are also subject to Federal and State control and requirements for submerged lands and improvements thereon.

**Environmental Information:** Due to the age of the structure, lead-based paint and asbestos may be present.

## Sandy Point Shoal Lighthouse 4-U-MD-610

**Property Address:** Off-shore; located in the Chesapeake Bay less than a mile east of Sandy Point, Anne Arundel County, Maryland.

**Property Description:** This octagonal-shaped structure is comprised of three main parts: the caisson foundation, the masonry tower, and lantern. The caisson is a cast-iron cylinder filled with stone and concrete. A two and one-half story brick tower was erected on top of the foundation. The first two stories used as the keeper's quarters. Disposal includes only the lighthouse. The submerged land, which was acquired by deed on April 30, 1924, will not be conveyed.

**Utilities:** No public utilities are available.

**Historical Information:** The property is listed on the National Register of Historic Places, and it must be maintained according to the Secretary of Interior's Standards for Rehabilitation. Historic covenants will be incorporated into the deed.

**Aid to Navigation:** The lighthouse holds an active aid to navigation. The Federal aid to navigation located on the property remains the personal property of the United States. The United States reserves an unrestricted right for ingress and egress to maintain, operate, repair, replace or relocate the aid to navigation, or add any aids to navigation, any associated equipment, and a 360 degree arc of visibility for said aid.

**Easements:** Subject to all reservations, restrictions, rights, covenants, servitudes, licenses, and easement recorded or unrecorded, for navigation, occupancy, access and utilities, if any. The lighthouses are also subject to Federal and State control and requirements for submerged lands and improvements thereon.

**Environmental Information:** Due to the age of the structure, lead-based paint and asbestos may be present.

For more information, contact Bettye Wieczorek at (404)331-2148 or by e-mail at [Bettye.Wieczorek@gsa.gov](mailto:Bettye.Wieczorek@gsa.gov)

# Property Inspection Information and Area Map

The inspection will be conducted by the United States Coast Guard and the following information applies to both lighthouses.

## INSPECTION:

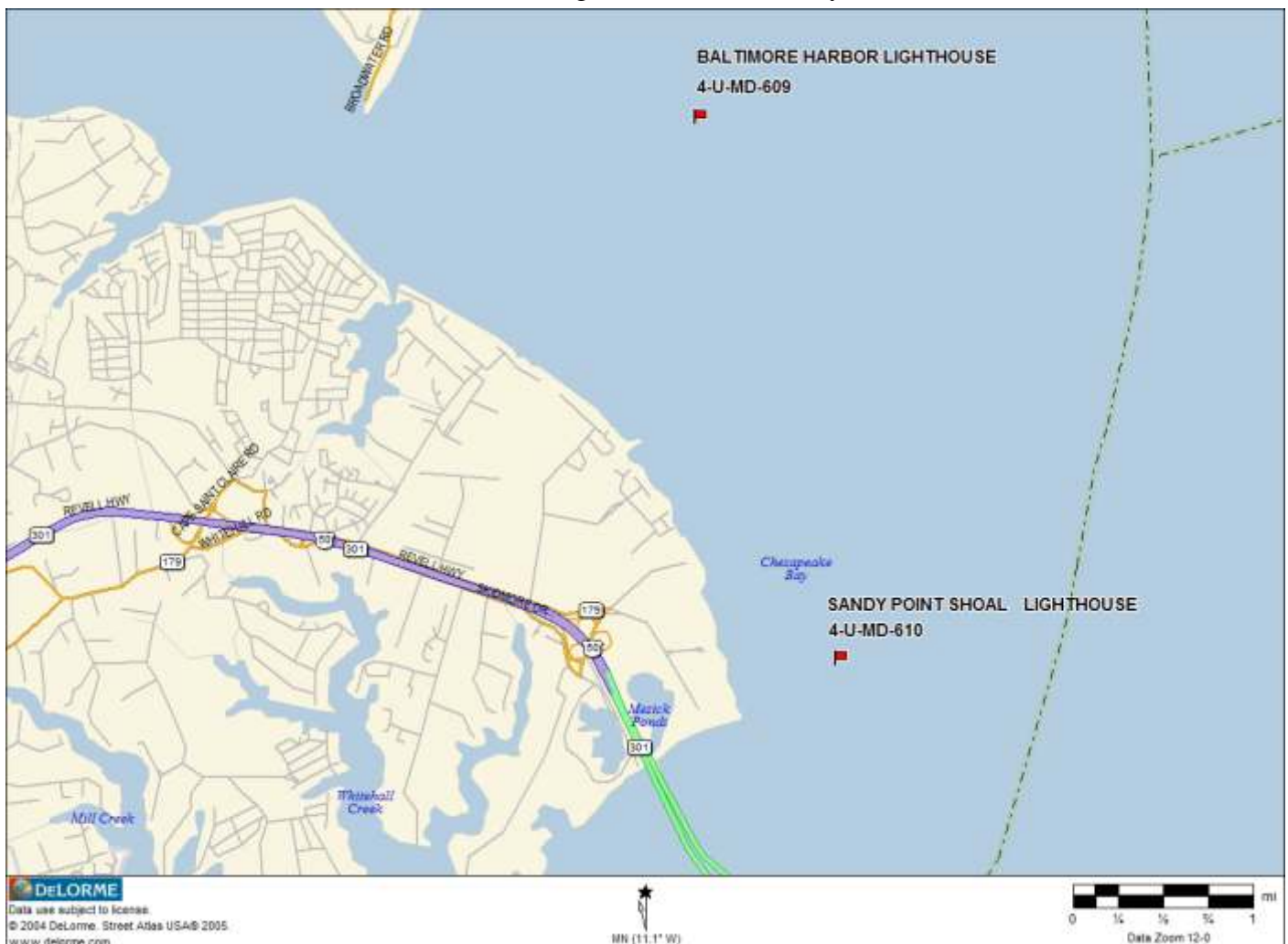
May 15, 2006 at 10:00 AM

Meet at Sandy Point Park Boat Launch

For Directions, call (410) 576-2646

## INSPECTION REQUIREMENTS:

1. Due to logistical complexity, there will be only one inspection.
2. Inspection dates are contingent upon the weather and United States Coast Guard (USCG) mission requirements.
3. You must be a registered bidder to participate.
4. Registered bidders must submit a reservation form no later than May 1, 2006.
5. Each registered bidder will be permitted to bring only one additional person for the inspection. This person must submit a Lighthouse Inspection Reservation form.
6. Each person inspecting the lighthouse will be required to sign the Government's waiver (registration form) of liability by May 1, 2006.
7. Due to the unique characteristic of these historical properties, only adults in good physical condition will be able to access the lighthouses. During the inspection all participants must adhere to the rules and regulation as set forth by the USCG.





# Instructions to Bidders

## 1. Auction Start Date

The auctions start on April 25, 2006 at 9:00 a.m. Eastern Daylight Time (EDT) or Eastern Standard Time (EST). These are the same instructions for both properties but each sale is separate and stands alone.

## 2. Type of Sale

These sales will be online auctions conducted via the Internet at [www.auctionrp.com](http://www.auctionrp.com). The auctions will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced on [www.auctionrp.com](http://www.auctionrp.com). The auctions may continue beyond that date as long as bidders submit higher bids. Thus, the bidders determine when the sales close by their bidding activity.

## 3. Terms of Sale

Bids to purchase must be on an **ALL CASH** basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this property for financing.

## 4. Minimum Opening Bid

The minimum opening bid of \$30,000 does not represent the value of the property but rather provides a reasonable starting point for the auction. The Government seeks to obtain a bid that is most advantageous to the Government, price and other factors considered, and the Government reserves the right to reject any and all bids.

## 5. Bid Deposit and Bidder Registration

a) Bidders must complete the Bidder Registration process and provide a Bid Deposit in the amount of \$15,000 to bid on this property. If multiple properties are offered in this sale, you must submit separate forms and bid deposits for each property. There are three steps in the bidder registration process:

1) Bidders must register online at [www.auctionrp.com](http://www.auctionrp.com). Click on "Create an account," complete the information, and establish a User ID and password (reference paragraph 6 below).

2) Bidders must transmit the Bid Deposit with the appropriate Deposit Form and the properly completed, signed, and dated "Bidder Registration for Purchase of Government Property" (Registration Form) accompanying this IFB to GSA by U. S. Mail, by private delivery service, fax, or in person. The Registration and Deposit Forms should be filled out legibly with any erasures, strikeouts, and corrections initialed by the person signing the form. Registration and Deposit Forms submitted in any other manner, or which fail to furnish all information or certifications required, may be summarily rejected. Additional forms are available on request, or you may photocopy the form in this IFB.

The bid deposit must be in the form of a cashier's check, certified check, or by credit card. Personal or company checks are NOT acceptable. Cashier's or certified checks must be made payable to: "U. S. General Services Administration." Bidders will not be authorized to bid until all information is received and the bid deposit is verified by GSA personnel.

If the bid deposit will be made by credit card, you are required to submit to GSA the completed and signed "Registration Deposit By Credit Card" (Credit Card) form found in this IFB (even if you provided the credit card information online). The completed and signed Credit Card form must be submitted to GSA by U. S. Mail, private delivery service, fax, or in person. You will not be authorized to bid until the Registration by Credit Card form is received in this office and the credit card charge is successfully processed.

Bidders should retain a copy of all documents for personal records. Forms delivered by U. S. Mail, in person, fax, or via private delivery service shall be sent to:

GSA Southeast Sunbelt Region  
Property Disposal Division (4PR)  
401 W. Peachtree Street, Suite 820  
Atlanta, Georgia 30308  
Fax #: (404) 331-2727  
Attn: Bettye Wieczorek, Project Manager

3) After the on-line registration is completed and the Registration Form and bid deposit are received by the GSA office identified above, the bidder's online account and User ID will be activated and bids can be submitted. The User ID will be used to identify the bidder on the auction web page.

b) Within ten (10) calendar days of acceptance of a bid by the Government, the GSA office identified above must receive from the successful bidder an additional amount, if any, which when added to the initial bid deposit, will equal at least ten percent (10%) of the amount of the bid. This additional bid deposit must be in the form of a cashier's check or certified check made payable to the "U. S. General Services Administration." Credit card charges, personal checks, or company checks are NOT acceptable. Failure of the successful bidder to provide the additional bid deposit shall require rejection of the bid and forfeiture of the initial bid deposit.

c) Upon the Government's acceptance of a bid, the successful bidder's bid deposit and additional bid deposit shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within sixty (60) calendar days after acceptance of the bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

d) Bid deposits accompanying bids that are rejected will be processed by GSA Finance for return to bidders without interest. Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the bid deposit by the U. S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employee Identification Number. The use of an individual's SSN will be collected only for the proper refund of the bid deposit.

e) Prior to the close of the auction, a bidder who is not the high bidder, or second high bidder, may request to withdraw from the auction and request a refund of their bid deposit. To withdraw from the auction, a bidder must submit to GSA, at the above address, a signed and dated written request that includes their TIN as stipulated in paragraph (c) above. Upon receipt, GSA Finance will process a refund of the bid deposit.

f) At the close of the auction, bid deposits received from the two highest bidders will be held as stipulated in Section 12, Back-up Bidder. All other bid deposits will be processed by GSA Finance for return to bidders after receipt of the TIN as stipulated in paragraph (c) above.

g) The Government may withdraw properties for sale at any time and bid deposits will be processed for return to bidders as stipulated in paragraph (c) above without interest or further obligation by the Government.

## 6. User Identification Numbers and Passwords

A User Identification (ID) Number and password are used to register online and to place bids. The User ID number will be used to identify bidders on the auction web page. When registering online at [www.auctionrp.com](http://www.auctionrp.com), you will be required to assign your own User ID and password. The User ID is limited to eight (8) characters and must include at least: one letter, one number, and one special character from the following list: ! @ # \$ % ^ & \* ( ). Since the User ID is used to publicly identify bids, for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity.

## 7. Bidding In General

a) Registered bidders must submit bids via the Internet at [www.auctionrp.com](http://www.auctionrp.com)

b) By submitting your bid through [www.auctionrp.com](http://www.auctionrp.com), you agree that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password on the Internet.

c) Bids must be submitted without contingencies.

d) No officer of the Government will be responsible for the failure of a bid to be received by the Government or failure of the bid to be received before the close of the auction.

e) It is the responsibility of the bidder to confirm receipt of any bid submitted to GSA.

# Instructions to Bidders, continued

## 8. Daily Bidding Results

a) Bidders are strongly encouraged to monitor bidding activity at our online auction web site at [www.auctionrp.com](http://www.auctionrp.com). New bids and auction closing information will be posted to this site.

b) The online auction site is updated immediately when new bids are received. The Government shall not be held responsible for any malfunction of the online auction site.

c) Bidders will be notified via the auction web site when bidding will be closed. **If your bid is not accurately shown on the web page, then you should call GSA at 404-331-5133 or the Project Manager at 404-331-2148.**

d) Bidders are urged to pay close attention to the auction web page which will contain new, revised and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

## 9. Increasing Your Bid

If you learn from the auction web page that your bid was not the high bid, or if another bidder exceeds your previous bid, you may increase your bid until such time as bidding is closed. Bidders may increase their bids by following the instructions on [www.auctionrp.com](http://www.auctionrp.com).

Increased bids for the properties must be at least Five Thousand Dollars (\$5,000.00) more than the previous high bid in order to be considered. The Government reserves the right to modify the bid increment at any time prior to the close of the sale. In the event that two bids of equal value are received, the first bid received will be recognized.

## 10. Call For Final Bids

Once bidding slows down, a date will be set for the receipt of final bids and that date will be announced on the auction web page [www.auctionrp.com](http://www.auctionrp.com). If no increased bid is received by 2 p.m. Eastern Daylight or Standard Time (EST) on the date set for receipt for final bids, then bidding will close at 2 p.m. on that same date. If an increased bid is received by the stated time, then bidding will be continued over until the **next business day** on the same terms. Thereafter, bidding will only be continued to the next business day **if** an increased bid is received each day by 2:00 p.m. There is no advantage to waiting until the last minute to bid.

## 11. Bid Executed on Behalf of Bidder

a) A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder. The name and signature of the designated bidder must be included on the Registration Form.

b) If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation. In lieu of the Certificate of Corporate Bidder, there may be submitted copies of so much of the records of the corporation as will show the official character and authority of the officer signing duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c) If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

## 12. Back-up Bidder

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's deposit will be retained, without interest, until the first high bidder has increased their initial bid deposit to the required 10% of the purchase price. Subsequently the bid deposit of the second-high bidder will be processed by GSA Finance for refund after receipt of the TIN as stipulated in Section 5 d) above. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

## 13. Acceptable Bid

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

## 14. Transmission/Receipt of Bids

The Government will not be responsible for any failure attributable to the transmission of an online bid, including but not limited to the following:

- a) Receipt of a garbled transmission or incomplete bid.
- b) Availability or condition of the receiving electronic equipment.
- c) Incompatibility between the sending and receiving equipment.
- d) Malfunctioning of any network, computer hardware, or software.
- e) Delay in transmission or receipt of a bid.
- f) Failure of the bidder to properly identify the bid.
- g) Security of the bid data.

## 15. Notice of Acceptance or Rejection

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

## 16. Additional Information

The GSA issuing office, at the address given in this IFB, will, upon request, provide additional copies of this IFB and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB.

## 17. Withdrawal By The Government

The Government reserves the right to withdraw properties for sale at any time and bid deposits will be returned to bidders without interest or further obligations by the Government. GSA Finance will process refunds as stipulated in Section 5 d) above.

# General Terms of Sale

## 1. Term: Invitation for Bids

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Descriptions, Special and General Terms of Sale, Instructions to Bidders, Environmental Notices, and any provisions of the Bid for Purchase of Government Property, all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued prior to the time fixed in the IFB for the opening of bids.

## 2. Description and Condition of Property

The description of the properties set forth in the Invitation for Bids and any other information provided with respect to said properties are based on information available to the General Services Administration, Property Disposal Division, and are believed to be correct; but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds for nonperformance of the contract sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

# General Terms of Sale, continued

The properties are offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that same is in condition or fit to be used for the purpose for which intended. The failure of any bidder to inspect or to be fully informed as to all or any portion of the properties offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid. INSPECTION OF THE PROPERTIES ARE THE RESPONSIBILITY OF THE PURCHASER. All properties will be conveyed "AS IS" and "WHERE IS", including but not limited to the following:

- a. Subject to any statement of facts that may be disclosed by a physical examination or an accurate and detailed survey of the premises or an investigation of the public records.
- b. Subject to any and all existing rights, conditions, restrictions and easements, recorded or unrecorded, for public roads, highways, streets, railroads, electrical lines, pipelines, drainage, and public utilities.

### 3. Waiver of Informalities or Irregularities

The Government may, at its election, waive any minor informality or irregularity in bids received.

### 4. Continuing Offers

Each bid received shall be deemed to be a continuing offer after the date of the bid opening for ninety (90) calendar days, unless the bid is accepted or rejected by the Government before the expiration of the ninety (90) days, or the Government obtains the bidder's consent to an extension of the bid, prior to such expiration.

After bidding is deemed to be closed, the high bid will be considered to be a continuing offer for sixty (60) days after that date.

### 5. Notice of Acceptance or Rejection

The Government reserves the right to reject any and all bids. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his or her duly authorized representative at the fax/phone number or address indicated in the bid documents. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer.

### 6. Contract

The "Invitation for Bid(s)" and the Bid for Purchase of Government Property, when accepted by the Government, shall constitute an agreement for sale between the Purchaser and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer unless modified in writing and signed by both parties. No oral statements or representations made by, for, or on behalf of either party shall be a part of such contract; nor shall the contract, or any interest therein, be transferred or assigned by the Purchaser without consent of the Government, and any assignment transaction without such consent shall be void.

### 7. Tender of Payment and Delivery of Instrument of Conveyance

The Purchaser shall on a mutually agreeable date not later than sixty (60) days after acceptance of the bid, or such longer period as may be agreed upon in writing, tender to the Government the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver the instrument(s) of conveyance.

### 8. Revocation of Bid and Default

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the

option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale. If the Government is unable to convey title of the lighthouse, it shall promptly refund Purchaser's deposit without interest, whereupon the Government will be relieved of any further liability under this contract.

### 9. Delayed Closing

The Purchaser may be required to pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's actions and not by fault of the Government. This rate to be computed is based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%); as of the date of acceptance of the bid by the Government. The Government reserves the right to refuse a request for extension of closing.

### 10. Title and Title Evidence

Conveyance of the property to the Purchaser will be accomplished by a Quitclaim Deed and, where appropriate, a Bill of Sale, in conformity with local law and practice. Any title evidence desired by the Purchaser shall be at Purchaser's sole cost and expense.

### 11. Adjustments, Documentary Stamps, and Cost of Recording

Any taxes, assessments, rents, or utilities shall be prorated as of the date of conveyance. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at his/her own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal and local laws. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

The Purchaser shall provide a conformed copy of the recorded Quitclaim Deed to GSA at the following address:

GSA Property Disposal Division (4PR)  
401 West Peachtree Street, NW, Suite 820  
Atlanta, Georgia 30308  
Attn: Thomas J. Maguire, Director

### 12. Possession

Possession of the property will be assumed by the Purchaser at the time of closing.

### 13. Risk of Loss

As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of or damage to the property.

### 14. Officials Not To Benefit

No member of or delegate to the Congress or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

### 15. Withdrawal By Government Prior to Closing

The Government may withdraw the property for sale, even after acceptance of the high bid, at any time prior to conveying title. If the auction has closed, notice by the Government of the withdrawal shall be deemed to have been sufficiently given when faxed or mailed to the high bidder or his or her duly authorized representative at the fax/phone number or address indicated in the bid documents. If the Government withdraws the property for sale, the Government will promptly refund bid deposit(s) without interest, whereupon the Government will be relieved of any further liability under this contract.

# Special Terms and Conditions

## **Historic Preservation Covenant (applies to each lighthouse)**

These Lighthouses are listed on the National Register of Historic Places. The Grantee, in accepting this Deed, acknowledges and accepts the following conditions and covenant.

Grantee shall maintain and preserve the property in accordance with the recommended approaches in The Secretary of the Interior's Standards for Treatment of Historic Properties, 1995, Standards for Preservation (Technical Preservation Services for Historic Buildings, National Park Service) in order to preserve and enhance the distinctive materials, features and spaces that make the property eligible for inclusion in the National Register of Historic Places.

When rehabilitation is the appropriate treatment, Grantee shall rehabilitate the property in consultation with the State Historic Preservation Officer (SHPO) and in accordance with the recommended approaches in The Secretary of the Interior's Standards for Treatment of Historic Properties, 1995, Standards for Rehabilitation (Technical Preservation Services for Historic Buildings, National Park Service). Rehabilitation is appropriate when repair and replacement of deteriorated features is necessary or when alteration or additions to the property are planned.

Distinctive materials, features, landscapes, finishes, construction techniques and examples of craftsmanship that characterize a property shall be preserved including the historic setting.

Plans of proposed construction, alteration or replacement of distinctive materials, features, finishes or spaces or landscapes which could affect the appearance or structural integrity or historic setting of the property shall be reviewed and approved by the Secretary of the Interior ("Secretary") in consultation with the SHPO for consistency with The Secretary of the Interior's Standards for Treatment of Historic Properties, 1995.

Archaeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures must be undertaken with the express prior written permission of the SHPO. An intensive level archaeological survey should be undertaken by the Grantee where landscaping, new construction or any other types of ground-disturbing activities are planned.

The Secretary or authorized representative, and/or the SHPO shall be permitted at all times to inspect the property in order to ascertain if the above conditions are being observed.

In the event the SHPO determines that the property has ceased to be maintained in compliance with the covenants, conditions and restrictions set forth in this section, the SHPO will notify the Secretary and the Administrator.

The covenants, conditions and restrictions contained herein shall be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the property.

The failure of the Grantor, the Secretary, the Administrator or the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

The covenants, conditions and restrictions set forth in this Historic Preservation Covenant shall constitute a binding servitude upon the property and shall be deemed to run with the property.

## **Asbestos**

Asbestos Notice FMR 102-75.335 Provisions Relating To Asbestos.

The Purchaser is warned that the properties offered for sale may contain asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction

workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

Bidders (Offerors) are invited, urged, and cautioned to inspect the properties to be sold prior to submitting a bid (offer). More particularly, bidders (offerors) are invited, urged, and cautioned to inspect the properties as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. General Services Administration (GSA) will assist bidders (offerors) in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders (offerors) shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the properties including, without limitation, any asbestos hazards or concerns.

No warranties either express or implied are given with regard to the condition of the properties including, without limitation, whether the properties do or do not contain asbestos or are or are not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender. The description of the properties set forth in the Invitation for Bids (Offer To Purchase) and any other information provided therein with respect to said properties is based on the best information available to GSA Property Disposal Division and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds or reason for non-performance of the contract of sale, or any claim by the Purchaser against the Government including without limitation, any claim for allowance, refund, or deduction from the purchase price.

The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or directions, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, its successors or assigns, has or have properly warned or failed to properly warn the individuals(s) injured.

The Purchaser further agrees that in its use and occupancy of the property, it will comply with all federal, state, and local laws relating to asbestos.

## **Lead-based Paint**

**NOTICE OF LEAD-BASED PAINT FOR NON-RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978**

Every Purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.



# Special Terms and Conditions, continued

## FAA Hazard Clause

Based upon coordination between the General Services Administration and the Federal Aviation Administration (FAA) as recommended in House Report Number 95-1053 entitled "FAA Determination of 'No Hazard' for Structures Near Airports", it has been determined that there are public airports within six nautical air miles of the properties. FAA has been apprised of the proposed disposal of the property and that the Government's conveyance document will contain a provision that the Grantee, its successors and assigns, and every successor in interest to the property herein described, or any part thereof, must prohibit any construction or alteration on the property unless a determination of 'no hazard to air navigation' is issued by FAA in accordance with 14 CFR Part 77, "Objects Affecting Navigable Airspace", or under the authority of the Federal Aviation Act of 1958, as amended.

## Conveyance Restrictions/Requirements

Disposal includes only the improvement. An occupancy agreement may be required by the State of Maryland. The conveyance document will contain the following conditions:

The U. S. Coast Guard (USCG) retains ownership of the aids to navigation and associated equipment including foghorn, therefore;

1. The USCG will keep the aids to navigation and associated equipment in, on, and around the structure.
2. The USCG will retain the unrestricted right of egress and ingress at all times for USCG personnel to service, maintain, operate, repair, and replace the aid to navigation and associated equipment.
3. The USCG will retain the unrestricted right to relocate or add any aids to navigation, or make any changes on any portion of the property as may be necessary for navigation purposes.
4. The USCG will retain a 360 degree arc of visibility easement.
5. The exterior color of the structure will remain the same. Prior written approval from SHPO and USCG required for changing exterior color.
6. The Grantee will be responsible for properly maintaining the lighthouse and the boarding ladder that will allow safe access by the USCG in order for them to service the navigation and associated equipment.

## Notes

## ***Certificate of Corporate Bidder***

For use with Bidder Registration for Purchase of Government Property

Check one:

☐ **Baltimore Harbor Lighthouse**

☐ **Sandy Point Shoal  
Lighthouse**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or other title)

of the Corporation named as bidder herein; that \_\_\_\_\_  
(Name of Authorized Representation)

who signed this Bid For Purchase of Government Property on behalf of the bidder was then  
\_\_\_\_\_ of said Corporation that said bid was  
(Official Title)

duly signed for and on behalf of said Corporation by authority of its governing body and is within  
the scope of its corporate powers.

\_\_\_\_\_  
(Signature of Certifying Officer)

(Corporate Seal Here)

***Bidder Registration for Purchase of Government Property***  
***Baltimore Harbor Lighthouse***  
***4-U-MD-609***

Send this form to:

U. S. General Services Administration  
Property Disposal Division (4PR)  
401 West Peachtree Street, Suite 820  
Atlanta, GA 30308  
Attn: Bettye Wieczorek

This Registration Form is made subject to the provisions of the Invitation for Bids attached, including its Property Description, General Terms of Sale and Online Instructions to Bidders, including any amendments, all of which are incorporated herein, and by reference, made a part of this bid.

**Bid Deposit: \$15,000**

Indicate below the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

**Bidder represents that he/she operates as (check which applies):**

- ☐ An individual
- ☐ An individual doing business as \_\_\_\_\_
- ☐ A partnership consisting of \_\_\_\_\_
- ☐ A limited liability partnership consisting of \_\_\_\_\_
- ☐ A corporation, incorporated in the State of \_\_\_\_\_
- ☐ A limited liability corporation, incorporated in the State of \_\_\_\_\_
- ☐ A trustee, acting for \_\_\_\_\_

Auction RP User ID: \_\_\_\_\_

Please complete the following:

Name: \_\_\_\_\_

Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (    ) \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

***Bidder Registration for Purchase of Government Property***  
***Sandy Point Shoal Lighthouse***  
***4-U-MD-610***

Send this form to:

U. S. General Services Administration  
Property Disposal Division (4PR)  
401 West Peachtree Street, Suite 820  
Atlanta, GA 30308  
Attn: Bettye Wieczorek

This Registration Form is made subject to the provisions of the Invitation for Bids attached, including its Property Description, General Terms of Sale and Online Instructions to Bidders, including any amendments, all of which are incorporated herein, and by reference, made a part of this bid.

**Bid Deposit: \$15,000**

Indicate below the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

**Bidder represents that he/she operates as (check which applies):**

- ☐ An individual
- ☐ An individual doing business as \_\_\_\_\_
- ☐ A partnership consisting of \_\_\_\_\_
- ☐ A limited liability partnership consisting of \_\_\_\_\_
- ☐ A corporation, incorporated in the State of \_\_\_\_\_
- ☐ A limited liability corporation, incorporated in the State of \_\_\_\_\_
- ☐ A trustee, acting for \_\_\_\_\_

Auction RP User ID: \_\_\_\_\_

Please complete the following:

Name: \_\_\_\_\_

Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (    ) \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_



***Two Offshore Lighthouses  
Registration Deposit By Credit Card***

Send this form to:  
U. S. General Services Administration  
Property Disposal Division (4PR)  
401 West Peachtree Street, N. W. Suite 820  
Atlanta, GA 30308  
Attn: Bettye Wieczorek

THIS FORM MAY BE SUBMITTED BY FAX:  
(404) 331-2727

REGISTRATION DEPOSIT:  
☐ Baltimore Harbor \$15,000  
☐ Sandy Point Shoal \$15,000

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bid (IFB) Package and any Addendum. The applicant must be the authorized card holder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the **IFB, Paragraph 5, Bid Deposit and Bidder Registration**. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below.

**PLEASE PRINT OR TYPE LEGIBLY**

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Check type of credit card to be charged: ☐ VISA ☐ MASTERCARD  
☐ DISCOVER ☐ AMERICAN EXPRESS

Name as it appears on card: \_\_\_\_\_

Credit Card Number: \_\_\_\_ \_

Expiration Date: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Two Offshore Lighthouses  
Registration Deposit By Check***

Send this form to:  
U. S. General Services Administration  
Property Disposal Division (4PR)  
401 West Peachtree Street, N. W. Suite 820  
Atlanta, GA 30308  
Attn: Bettye Wieczorek

REGISTRATION DEPOSIT:	
<input type="checkbox"/> Baltimore Harbor	\$15,000
<input type="checkbox"/> Sandy Point Shoal	\$15,000

Name: \_\_\_\_\_

TIN or SS#: \_\_\_\_\_

Address: \_\_\_\_\_

City/ State/ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: (     ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Address to which refund check will be issued (if unsuccessful bidder) if different from above:

Name: \_\_\_\_\_

TIN or SS#: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the **IFB, Instructions to Bidders, Paragraph 5, Bid Deposit and Bidder Registration** including any amendments for the property identified above. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be refunded in accordance with the Invitation for Bids.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Baltimore Harbor and Sandy Point Shoal  
Lighthouse Inspection Reservation Form***

Inspection Date: May 15, 2006

The undersigned acknowledges that safety hazards, unique historical features and sensitive biological conditions may be present. The undersigned waives all rights or claims of any kind against the federal government under state or federal law for loss, damage, claim or liability whatsoever, due to personal injury or death, or damage to property or others directly or indirectly incurred with inspection of the premises, and agrees to hold the federal government harmless for any such claims or damages.

**Please print legibly:**

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_



***Baltimore Harbor and Sandy Point Shoal  
Lighthouse Inspection Reservation Form***

Inspection Date: May 15, 2006

The undersigned acknowledges that safety hazards, unique historical features and sensitive biological conditions may be present. The undersigned waives all rights or claims of any kind against the federal government under state or federal law for loss, damage, claim or liability whatsoever, due to personal injury or death, or damage to property or others directly or indirectly incurred with inspection of the premises, and agrees to hold the federal government harmless for any such claims or damages.

**Please print legibly:**

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

U.S. General Services Administration  
PBS, Property Disposal Division (4PR)  
401 West Peachtree Street, Suite 820  
Atlanta, Georgia 30308-2550

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Official Business  
Penalty for Private Use, \$300

# **PUBLIC AUCTION**

**Online Auction  
Opening April 25, 2006**

**Two Offshore Lighthouses  
Chesapeake Bay, Maryland**

**Baltimore Harbor Lighthouse  
Sandy Point Shoal Lighthouse**

*For additional information, please call Bettye Wieczorek at (404) 331-2148  
or email at [bettye.wieczorek@gsa.gov](mailto:bettye.wieczorek@gsa.gov)*

*Persons with disabilities may request materials in alternative formats.*

*For information and pictures, please visit the Property Disposal  
website on the Internet at <http://propertydisposal.gsa.gov/property>*